

**Agreement**

**Between**

**Board of Fire Commissioners  
Fire District No. 6  
Township of Gloucester  
Camden County, New Jersey**

**And**

**Camden County Uniformed Fire Fighters Association  
I.A.F.F. Local 3249  
A.F.L.-C.I.O./C.L.C.  
(Fire Captain)**

**January 1, 2007 through December 31, 2010**

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## **PREAMBLE**

This agreement is entered into this 6<sup>th</sup> day of July 2007, and effective January 1, 2007, by and between the Board of Fire Commissioners, Fire District No. 6, Township of Gloucester, in the County of Camden, New Jersey, a municipal body of the State of New Jersey, hereinafter called the "Board", and the Camden County Uniformed Fire Fighters Association, I.A.F.F. Local No. 3249, A.F.L.-C.I.O./C.L.C., hereinafter called the "Association", represents the complete and final understanding on all bargaining issues between the Board and the Association.

## **PURPOSE**

This agreement is entered into between the Board and the Association, to promote and ensure harmonious relations, cooperation, and understanding between the Board and its' Association represented employees, to provide for the resolution of legitimate grievances all in order that the public service shall be expedited and effectuated in the best interests of the residents of Fire District No. 6, the Township of Gloucester, the Board and its employees.

## **ARTICLE I-RECOGNITION**

- A. The Board recognizes the Camden County Uniformed Fire Fighters Association, International Association of Fire Fighters Local 3249, A.F.L.-C.I.O./C.L.C. as the exclusive bargaining agent for the full time paid Fire Captain as a special mutually agreed upon bargaining unit of one employee. The Association and the Board agree that the Board of Fire Commissioners reserves its full rights with regard to the Fire Captain's bargaining unit status.
- B. This bargaining unit excludes non supervisory fire suppression employees, employees not engaged in fire suppression duties and managerial executives within the meaning of the New Jersey Public Employer-Employee Relations Act, N.J.S.A. 34:13A et seq., (hereinafter "the Act").

## **ARTICLE II - NON-DISCRIMINATION**

- A. The Board and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.
- B. The Board and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Board or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

## **ARTICLE III - ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. Official representatives of the Association, pursuant to State Law, will be granted administrative leave without loss of pay in accordance with the provisions of N.J.S.A. 40A:14-177.
- B. One (1) authorized Association Representatives shall be excused without loss of pay from their normal duties to participate in negotiations for the renewal of this Agreement or the execution of a new agreement with the Board. Such representatives shall attend negotiations sessions, if on duty, in the appropriate uniform and be available for duty in the event the need arises.
- C. Copies of all disciplinary charges or notices of disciplinary action against any member or non-member unit employee shall be furnished to the President or Shop Steward of the

Association within seventy-two (72) hours of the presentation of charges, or as soon thereafter as practical.

- D. The Association will be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible insofar as possible for the adherence to the terms of this Agreement by such members, and the Association recognizes that the conditions set forth in this Article shall be subject to the mission of the Board.
- E. Employees shall have the right to request the presence of a representative of the Association in any and all investigative, meetings or discussions, which might lead to disciplinary action. Employees shall be given prior written notice of the reason for any such meeting or interview, except when such prior notice would impede an investigation.
- F. Authorized representatives of the Association, whose names shall be filed in writing with the Board, or their designee, shall be permitted to visit any fire facility within Gloucester Township Fire District No. 6 for the purpose of processing or investigating grievances, provided that prior approval has been secured from the appropriate authority designated by the Board in writing to perform such task, on condition that such prior approval shall not be unreasonably withheld. Only one (1) authorized Association representative shall be granted such permission. The Association representative shall not interfere with the normal conduct of work within the fire facility.
- G. In addition to the foregoing, one (1) representative delegate of the Association shall be granted administrative leave, once per annum, to attend a labor convention. In addition to the time at the convention, the delegate will be granted reasonable travel time from and to the convention. Request for this be given to the appropriate authority designated by the Board within thirty (30) calendar days prior to the effective date of such leave.
- H. In addition to the foregoing, if the State Delegate is elected from this bargaining unit, the Delegate will receive a maximum of nine (9) days leave annually without loss of pay to attend the monthly State meeting. In order to receive said leave, the Delegate must give the appropriate authority designated by the Board a minimum of two (2) weeks prior written notice and must be scheduled to work on the day and time of the state monthly meeting.

#### **ARTICLE IV - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but not limiting, the generality of the foregoing, the following rights:
  1. To the executive management and administrative control of the District and its' properties and facilities and the activities of its' employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Board.
  2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of the employees needed for any particular time and to be in sole charge of the quality and quantity of work required.
  3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees is recognized.
  4. To hire all employees, to promote, transfer, assign or retain employees in positions with the District.

5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to the law, and subject to the grievance procedure.
6. To lay off employees in the event of lack of work or funds or other conditions where continuation of such work shall be inefficient and non-productive, so long as such lack of work or funds is bona fide.

B. Pursuant to the laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. The Association and Board agree that the employer may exercise its managerial prerogative to require all employees to attain and maintain the certification of Emergency Medical Technician, pursuant to the standards of the New Jersey Department of Health, as a condition of continued employment.

#### **ARTICLE V - MAINTENANCE OF OPERATIONS**

- A. It is recognized that the need for continued and uninterrupted operation of the Board of Fire Commissioner's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.
- B. Neither the Association nor any person acting on its' behalf will cause, authorize, engage in, sanction, assist or support, nor will any if its' members take part in any strike (i.e., the concerted failure to report for duty, or stoppage, slowdown, sick-out, walkout or other illegal) job action against the Board.
- C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by any other employee or group of employees of the Board.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Association or its members.
- E. The Board and its representatives shall exercise their supervisory duties faithfully, irrespective of the fact that the employees are covered by this agreement, and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their affiliation with the Association.

#### **ARTICLE VI - GRIEVANCE PROCEDURE**

- A. Purpose
  1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
  2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the District staff.
  3. Nothing herein shall be deemed to deny the employees of their statutory or other legal

rights concerning discipline. Nothing herein shall be deemed to deny employees of their rights to pursue any other statutory or legal remedies in lieu of resorting to the grievance procedure.

**B. Definition**

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies, procedures, contractual agreements, and administrative decisions affecting the terms and conditions of employment, and shall be raised by the Association on behalf of an individual or group of individuals.

**C. Steps of the Grievance Procedure**

In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent:

**Step One:**

An aggrieved employee shall institute action under the provisions hereof within fifteen (15) calendar days of the occurrence of the event giving rise to the grievance. Action is instituted by filing a grievance with the Association Grievance Committee. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

Within fifteen (15) calendar days after the grievance has been filed and before an effort is made to settle the matter, the Association Grievance Committee shall screen and study the matter to determine whether same has or lacks merit. Such processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Association. Upon finding merit or non-merit, the Association Grievance Committee shall present written confirmation of such determination to the Board's Director of Personnel with the request that the Director of Personnel investigate and resolve same, if required. If a resolution of the Grievance has not been reached within five (5) working days of the submission to the supervisor, the grievance may proceed to Step Two.

**Step Two:**

1. In the event a satisfactory settlement has not been reached at Step One, the Association may, within ten (10) calendar days of the Director of Personnel's or a designee's decision, file its written grievance with the Board. This presentation shall include copies of all previous correspondence relating to the matter in dispute.
2. The Board or its' designee shall review the decision of the Director of Personnel, and within ten (10) calendar days from receipt of the grievance make a written determination.

**Step Three:**

1. In the event the grievance has not been resolved at Step Two, the Association may, within thirty (30) calendar days of the Board's decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of the Public Employment Relations Commission (PERC).
2. However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Board. In the event that the aggrieved employee elects to pursue other remedies, the arbitration shall be canceled and the matter withdrawn from arbitration. The Association shall pay whatever costs it may have incurred in processing the case to arbitration.

D. Arbitration

1. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to them involved in the grievance. In formulating their decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable. The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
2. The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
3. The Arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

E. Group Grievances

Group grievances, which shall be defined as those affecting "substantially" all of the members of the Association, shall be filed by the Association, and the Association only, at Step Three.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to be conclusive. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or shorten the time limits for processing the grievance at any Step in the grievance procedure.

**ARTICLE VII - DUES DEDUCTIONS AND AGENCY SHOP**

- A. The Board agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by the Board Administrator during the month following the filing of such card with the Board.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Board written notice thirty (30) days prior to the effective date of such change and shall furnish to the Board either new authorizations from its' members showing the authorized deduction for each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Board Administrator.
- E. Any such written authorization may only be withdrawn between the period of the 1<sup>st</sup> of April and the 30<sup>th</sup> of June by filing a withdrawal notice with the Board Administrator. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association and transmit the fee to the majority representative.

1. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
2. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
3. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its' policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances and wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Board.
4. Prior to January 1<sup>st</sup> and July 31<sup>st</sup> of each year, the Association, if there is a change in the cost of membership, shall provide advance written notice the Board and any non-member of such increase. Upon written request, any information necessary to compute or validate the fair share fee for services enumerated above will be forwarded to the Board or employee requesting same.
5. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution of the appeal.

G. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Board, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

#### **ARTICLE VIII - EMPLOYEE RIGHTS AND PRIVILEGES**

- A. Nothing contained herein shall be construed to deny or restrict any employee such rights as they may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- B. No employee shall be disciplined, reduced in rank or compensation without just cause. Any such action asserted by the Board or any agent or representative thereof shall not be made public and shall be subject to the grievance procedure herein set forth.
- C. All written rules and regulations shall be provided to the employees immediately upon promulgation.

- D. Whenever an employee is required to appear before any Supervisor, Fire Chief, Board of Fire Commissioners or Board Representative concerning any matter which could adversely affect the continuation of that employee in their position, employment, or the salary or any increments pertaining thereto, then they shall be given prior written notice of the reasons of such meeting or interview and shall be entitled to have a representative of the Local present to advise them and represent them during such meeting or interview.
- E. Any employee whose action may give rise to charges by the Board or any agent or representative thereof, either discipline or criminal, shall be advised prior to having any hearing or meeting with any agent or agents of the Board or Department. The affected employee shall be afforded all rights pursuant to U.S.S.C. decisions under Weingarted. No statement shall be given without first advising the affected employee of the matter or matters for which they are under investigation. The employee shall have full access to counsel in any hearing or internal investigation scheduled by the Board.

#### **ARTICLE IX -HOURS AND OVERTIME**

- A. The normal work week will be forty (40) hours, Monday through Sunday, inclusive of a thirty (30) minute plus two (2) fifteen (15) minute breaks per day, with the normal work day understood as consisting of eight (8) consecutive hours. The Board may elect to implement an alternate work schedule provided there is no loss of compensation to the employee. The scheduled hours of work will vary from time to time to meet the needs of the District. Nothing in this Agreement shall be construed as providing a guaranteed workday or workweek.
- B. Except in emergencies, the scheduled hours of work shall be posted at least seventy-two (72) hours in advance. (This provision shall not be construed to restrict the Board's right to schedule compensatory time).
- C. There shall be a lunch break of thirty (30) minutes in duration per day. It is understood that the employee must remain on the firehouse premises during the lunch break, unless authorized by the Board or their designee. When the Board, or their designee approves a lunch break away from the premises, the crew must remain together to respond to alarms.
- D. Overtime will be paid in accordance with the Fair Labor Standards Act requirements for public agencies engaged in fire protection.
- E. When an employee is recalled to duty, they shall be entitled to compensation at their overtime rate for all hours worked, with a minimum compensation of one (1) hour. Time beyond the initial hour worked when recalled to duty, or when contiguous with a regular shift will be calculated in fifteen (15) minute intervals. Recalled to duty shall include: training and drills not conducted during regularly scheduled hours, "All Hands" and rescue assignments within Fire District #6 or any other Fire District authorized by the Board.
- F. Employees may elect to take Compensation Time, in lieu of monetary compensation for overtime. Such election shall be in accordance with the Fair Labor Standards Act and any other statutory requirement.
- G. The Commissioner of Personnel, or his designated representative will maintain an Overtime Registry showing the total overtime hours worked by each employee in the current calendar year. When overtime is necessary, it will be offered to the employee(s), which have the lowest total amount of overtime hours for the current calendar year. If there is a tie for the lowest total amount of overtime in the current calendar year, it shall first be offered to the fire fighter with the most District #6 seniority.

H. When there are not enough employees willing to work overtime, management shall have the right to assign overtime on an involuntary basis to the employee with the lowest total overtime hours in the current calendar year. If there is a tie for the lowest total amount of overtime in the current calendar year, it shall be assigned to the fire fighter with the lowest overtime and least District #6 seniority.

#### **ARTICLE X - EXCHANGE OF HOURS ON DUTY**

- A. A request for exchange of hours of duty, by an employee, may be granted by the Commissioner of Personnel, or their designee, provided such request does not impact the needs of the District. Approval of an exchange of hours of duty shall not be unreasonably denied.
- B. In exercising the provisions of this Article, no fire fighter shall work more than two (2) shifts, and the provisions of Article IX shall not apply to the second shift unless the employee is ordered to work hours in excess of the first shift in which case Article IX shall be applicable to those excess hours.
- C. Exchanges can be performed between any bargaining unit members employed by the Board, provided that there is no impact on fire suppression, response time or coverage.

#### **ARTICLE XI – SALARY & COMPENSATION**

Salary increases will be effective on January 1<sup>st</sup> of each year. The Captain salary will be:

<b>Effective Date</b>	<b>1/1/2007</b>	<b>1/1/2008</b>	<b>1/1/2009</b>	<b>1/1/2010</b>
Salary	\$71,320.30	\$74,173.11	\$77,140.03	\$80,225.64
Fire Marshall Differential	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
Total Base Pay	\$74,820.30	\$77,673.11	\$80,640.03	\$83,725.64

- A. Employees holding and maintaining the New Jersey State Department of Health or National Registry of EMT's certification of Emergency Medical Technician shall receive an additional \$750.00 per year; which shall be included in an employee's regular base salary.

#### **ARTICLE XII - HOLIDAYS**

- A. Bargaining unit employees shall be entitled to three (3) non-accumulative personal days per year and (13) annual holidays consisting of the (8) listed holidays and the five (5) floating holidays as follows:

New Years Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

The five (5) Floating Holidays may be taken when the employee elects, subject to the needs of the Board and with approval of the Commissioner of Personnel, or their designee. The basis for the Floating Holidays are:

President's Day	Good Friday
Veterans Day	Election Day
Martin Luther King, Jr. Day	

- B. An employee shall give 24 hours notice for use of a Floating Holiday and as much notice as possible for use of a personal day.
- C. All compensation for Holidays, Floating Holiday and Personal Holidays will be based on hours. An employee will be eligible for sixty-four (64) Holiday (listed) hours, forty (40) Floating Holiday hours and twenty-four (24) Personal Holiday hours during a calendar year. The amount of holiday hours charged to an employee will be the number of hours of the tour of duty, when a full tour is taken off as a holiday. Holiday hours taken for a partial tour will be determined by the actual hours taken off as holiday hours.
- D. Holiday hours must be used in the calendar year.

### **ARTICLE XIII - VACATIONS**

- A. Bargaining unit employees shall be entitled to annual vacation leave with pay in accordance with the following schedule. A day, for the purposes of vacation compensation in this section, shall mean eight (8) hours.
  - 1. During the first calendar year of employment, employees shall be entitled to one (1) vacation day per month of employment.
  - 2. From the beginning of the 1<sup>st</sup> year of employment through the 5<sup>th</sup> calendar year of employment, employees shall be entitled to twelve (12) vacation days per year.
  - 3. From the beginning of the 6<sup>th</sup> year of employment through the 10<sup>th</sup> calendar year of employment, employees shall be entitled to fifteen (15) vacation days per year.
  - 4. From the beginning of the 11<sup>th</sup> year of employment through the 15<sup>th</sup> calendar year of employment, employees shall be entitled to twenty (20) vacation days per year.
  - 5. From the beginning of the 16<sup>th</sup> calendar year of employment through the 20<sup>th</sup> calendar year of employment, employees shall be entitled to twenty-five (25) vacation days per year.
  - 6. From the beginning of the 21st year of employment through the end of employment, employees shall be entitled to thirty (30) vacation days per year.
- B. Employees annual vacation leave not used within the then current year may be accumulated, but must be utilized in the year succeeding its accumulation. With the agreement of the Board, employee's vacation leave not used within the current year may be reimbursed monetarily; but only up to five (5) working days not to exceed 40 hours in total.
- C. An annual vacation schedule shall be prepared for the Commissioner of Personnel. Vacations will be approved by the Commissioner of Personnel, or their designee, upon receiving a written request. This request must be submitted to the Commissioner of Personnel, or their designee no less than ten (10) workdays prior to leave for vacation time of one (1) week or more. For vacation time less than one (1) week, the request must be submitted three (3) workdays prior to the time requested.
- D. An employee who terminates their employment with the Board, or whose employment is terminated by the Board, shall be entitled to vacation time and or vacation pay on a prorated basis.
- E. The amount of vacation hours charged to an employee will be the number of hours of the tour of duty, when a full tour is taken off as vacation. Vacation hours taken for a partial tour will be determined by the actual hours taken as vacation hours.

#### **ARTICLE XIV- SEPARATION, DEATH AND RETIREMENT**

- A. Employees shall retain all pension rights as fire fighters as provided by all applicable laws and local ordinance.
- B. Employees retiring either after twenty-five (25) years of service pursuant to N.J.S.A. 43:16A-11.1, or having attained the age of fifty-five (55) pursuant to N.J.S.A. 43:16A-5, or a result of a disability pension, whether work connected or not, shall be paid for all accumulated holidays, sick leave, vacation, and other compensatory time as provided in this Agreement. Said payments shall be computed at the rate of pay at the time of retirement based upon the base annual compensation, except that sick leave compensation shall be paid at \$50 per day to a maximum of 50 days (\$2,500 cap.). A day, for the purposes of sick leave compensation in this section, shall mean eight (8) hours.
- C. Employees intending to retire on other than disability pension shall notify the Board by September 1<sup>st</sup> of the previous year in which said retirement is to become effective.
- D. In the event of an employee's death, their estate or legal representative shall be paid for all accumulated holidays, sick leave, vacation, or other compensatory time as provided by this Agreement. Payments shall be made at the employee's rate of pay at the time of death. If the employee dies in the line of duty, compensable benefit days will be accrued and paid for the entire year rather than prorated to the month of death.
- E. Separation shall be defined as any permanent cessation of employment, but shall not be deemed to include temporary leave of absence, vacation, layoffs, or other temporary leaves. In cases of separation for reasons other than those set forth above, no payment will be made for accumulated sick time. Holiday, vacation or other leave, excluding sick leave, shall be paid at the current rate of pay. Benefits for the current year shall be prorated as of the first day of the month of separation.
- F. In accordance with Gloucester Township Fire District #6 Resolution R-14-99, "Resolution of the Board of Fire Commissioners for Fire District #6, Township of Gloucester, Camden County, New Jersey", Adopting the Provisions of Chapter 88, P.L. 1974 and 330, P.L. 1997, Regarding Coverage for Retirees under the Rules and Regulations of the State Health Benefits Program", the District hereby adopts the provisions of Chapter 88 P.L 1974 and the rules and regulations of the State Health Benefits Program to provide post retirement coverage for retirees in accordance with Chapter 88.

#### **ARTICLE XV - SICK LEAVE**

- A. Sick leave with pay shall be earned at the rate of one (1) day per month during the first calendar year of employment, and fifteen (15) days per year for each year of employment thereafter. Unused sick leave shall be cumulative from year to year. A day, for the purposes of sick leave compensation in this section, shall mean eight (8) hours.
- B. Sick leave is hereby defined to mean absence by an employee by reason of personal illness, illness within the immediate family, observance of quarantine, or as a result of a disabling injury not compensable under ARTICLE XVI.
- C. Employees shall be required to furnish a doctor's certificate to substantiate a request for approval of sick leave when sick leave exceeds three (3) consecutive workdays.
- D. The Board may require the employee to submit acceptable medical evidence of proof of illness whenever such a requirement appears reasonable to the Board.

- E. The Board may require an employee to be examined by a physician designated and compensated by the Board as a condition of the employee's continuation of sick leave or return to work.
- F. In order to receive compensation while absent on sick leave, an employee shall report their absence to the Board or its' designee at least one (1) hour prior to the start of their shift, if possible.
- G. In case of sick leave due to contagious disease or to care for a seriously ill member of the employee's immediate family, reasonable proof may be required.
- H. An employee who has exhausted their accumulated sick leave may, with the Board's approval, charge additional days of absence to vacation or personal days or compensatory time, if available.
- I. The amount of sick time charged to an employee will be the number of hours of the tour of duty, when a full tour is taken as sick time. Sick time hours taken for a partial tour will be determined by the actual hours taken as sick time.

#### ARTICLE XVI - INJURY LEAVE

- A. Application
  - 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, he shall be entitled to injured on duty leave for a period of up to one (1) year without loss of pay. In the event an employee is granted said injury leave, the Board's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from all other sources in this agreement. The intent being that the employee shall be made whole, not suffer any loss and that there be no excess or double recovery, any other payments shall be an offset against the Board's liability.
  - 2. If an employee returns to work from injury leave for less than one (1) year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.
  - 3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.
- B. When a employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Board's Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Workmen's Compensation Bureau of Court. When and if it is finally determined that the injury or illness is not work related, and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick leave and, if necessary, against any other accumulated leave time. If the employee does not have enough accumulated time off, he or she shall be advanced sick time to cover the absence. If the employee leaves the employ of the Board prior to reimbursing the Board for such advanced time, the employee shall be required to reimburse the Board for such advanced time.
- C. Any employee who is injured, whether slight or severe, while working, must make an injury report to the Fire Chief or Officer in charge prior to the end of the employee's shift, or, if that is not medically possible, as soon thereafter as is possible.

- D. It is understood that the employee must file an injury report with the Board Administrator so that the Board may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.
- E. The employee shall be required to present evidence of a certificate by a physician designated by the insurance carrier that he is unable to work, and the Board may reasonably require the employee to present such certificate from time to time.
- F. If the Board does not accept the certificate of the physician designated by the insurance carrier, the Board shall have the right, at its own cost, to require the employee to obtain a physical examination and certificate of fitness by a physician appointed by the Board.
- G. In the event the Board appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee's physician provides a contrary documented medical opinion. Then the Board and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the Board and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certified the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

#### **ARTICLE XVII - BEREAVEMENT LEAVE**

- A. In the event of the death of an employee's immediate family, the employee shall be granted time off without loss of pay commencing between the day of death and the day after interment, but in no event to be more than five (5) consecutive work days, totaling not more than forty hours.
  - 1. The term "Immediate Family" shall include spouse, father, mother, child, brother, sister, grandparents and grandchildren.
- B. Leave with pay for two (2) workdays, totaling not more than 16 hours, shall be granted in the case of the death of an employee's mother-in-law, father-in-law, brother-in-law, sister-in-law stepmother, stepfather, stepbrother or stepsister.
- C. The Board may grant leave without pay for anyone else not included.
- D. If additional time is required, an employee may use accumulated compensatory or vacation time upon approval by the Board.
- E. An employee will request bereavement leave from the Board at the earliest practical time.
- F. Proof of death may be required at the Board's discretion.

#### **ARTICLE XVIII - MILITARY LEAVE**

- A. Military leave shall be granted pursuant to State and Federal Statutes and regulations, and upon Department of Personnel Regulations.

#### **ARTICLE XIX - LEAVE OF ABSENCE**

- A. Leave of absence without any pay, at the discretion of the Board, may be granted for good cause to any employee who has completed their probationary period.
- B. Leave of absence can be any specified time period up to a maximum of one (1) year.
- C. During a leave of absence, the Board will not be responsible to provide the employee with the benefits provided within Article XXV. However, if the employee wishes coverage to be

extended to them during that leave, the Board will provide it, provided that the employee makes a payment for the coverage prior to the Board being billed.

#### **ARTICLE XX - PENSIONS**

- A. All employees shall retain all pension rights afforded to them under the Public Employee Retirement System and/or the Police and Fire Fighters Retirement System.

#### **ARTICLE XXI - JOB DESCRIPTIONS AND DUTIES**

- A. The job descriptions and duties for all members of this bargaining unit shall be in accordance with each employee's job title as set forth by the New Jersey State Department of Personnel, N.J.S.A. Titles 11 and 11-A.
- B. The Board will maintain on file in the Board office, a complete and current Department of Personnel job descriptions for all required positions.
- C. The Board will supply a copy of the most current job description to an employee when hired and at any time thereafter if the job description should change.

#### **ARTICLE XXII - CLOTHING ALLOWANCE**

- A. The Board will issue to all newly hired employees all uniforms as set fourth: Five long sleeve shirts, Five short sleeve shirts, Five pants, one pair of boots, and one jacket along with a full turnout gear. All clothing shall meet NFPA and OSHA requirements.
- B. Thereafter, employees will receive an annual clothing and maintenance allowance of \$1,000 and shall be responsible for replacement and maintenance of all clothing, including station footwear and jackets, but not turnout gear. The allowance shall be payable annually in two equal installments - in the first pay period of January and in the first pay period in July. Clothing shall meet NFPA and OSHA requirements.
- C. The Board will be responsible for the cost of changes in uniform and turnout gear, and for replacing any uniform or turnout gear damaged or contaminated in the line of duty.
- D. Uniforms shall be worn on all duty hours except during physical fitness time. When working in and around stations and grounds, the uniform shirt may be removed (but employee must wear undershirt). The Board shall determine the proper uniform for the work being performed.
- E. The Board will provide employees with all turnout gear and equipment that meets or exceeds the requirements of NFPA and OSHA.

#### **ARTICLE XXIII - TRAVEL EXPENSES**

- A. Employees shall be reimbursed at the Internal Revenue Service rate for reimbursement for using their personal automobile when so ordered and required by the board, and shall be reimbursed for all non-vehicular expenses in connection with their official duties. Any such expenses must be appropriately documented as a condition of reimbursement.

#### **ARTICLE XXIV – EDUCATION AND TRAINING**

- A. Employees shall receive schooling and training that will enhance their fire service and job responsibilities at no cost to the employee and according to the sole discretion of the Board in relation to budget limitations and manpower availability.
  - 1. Represented employees attending mandatory training outside of regular duty hours shall have the option of either pay or compensatory time at the rate of one and one half (1 ½)

times their regular hourly rate for all hours worked.

- a. Mandatory training can be construed as training, the Board wants the employee to have or training required to hold a specific job titles (for example, EMT, Fire Inspector, etc.)
2. Represented employees authorized by the Board's designee to attend training other than that referenced in Section A-1 of this article shall receive straight hour for hour compensatory time for the hours of training

#### **ARTICLE XXV - HOSPITALIZATION AND MEDICAL BENEFITS**

- A. All hospital and medical benefits currently provided by the Board to the Employees and their families shall be retained and continued in full force and effect during the term of this agreement. The Board shall have the right to change providers as long as substantially similar benefits are provided. Proposed changes will be discussed with the Union.
- B. The Board shall provide a dental benefits plan to the Employee, the Employee's spouse and children (under 18 years of age), under the employee's current dental plan or a substantially similar plan chosen by the Board. Proposed changes will be discussed with the Union.
- C. The Board shall provide a reimbursement for dental, prescription eye care or chiropractic medical care for the Employee, their spouse and children (under 18 years of age, except for full time students), to a maximum amount of six-hundred dollars \$600. Proper receipts are required to be supplied for reimbursement.

#### **ARTICLE XXVI -COMMUNICABLE DISEASES**

- A. The Board or its' designee shall maintain a separate file to be known as the "Communicable Disease File" in which employees responding to fire and emergency alarms in which contact and/or working in close proximity to the victims with communicable diseases and their body fluids shall be recorded in the C.D.F. at the completion of each alarm.
- B. If the employee is diagnosed with the Aids Virus or any other communicable disease, the C.D.F. form shall establish a rebuttable presumption that the employee is eligible for injury leave pursuant to Article XVI.

#### **ARTICLE XXVII - PROMOTIONS**

- A. When the Board determines to create a promotional position(s), a notice will be posted, with a copy provided to the Association, advising of the nature of the position and the qualifications required therefore. All promotions will be made in accordance with N.J.S.A. 11 and 11-A, State of New Jersey, Department of Personnel.

#### **ARTICLE XXVIII - BULLETIN BOARD**

- A. The Association shall have the sole use of a designated Association bulletin board or portion of a bulletin board in each station for the sole purpose of posting notices relating only to matters of official business of all fire organizations and other employee related matter.
- B. Only material authorized by the signature of the Association Representative, President, or Shop Steward shall be permitted to be posted on said bulletin board.
- C. The Board may require the Association to remove from the bulletin board any material, which does not conform with the intent of the above provisions of this Article. Said material will be kept on file with the Association and the Board.

## **ARTICLE XXIX - SERVICE RECORDS**

- A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Board, and may be used for evaluation purposes by the Board only.
- B. Upon advance notice and at reasonable times, any employee may review his personnel file. However, this appointment for review must be made through the Clerk of the Board.
- C. Whenever a written complaint concerning an employee or his actions is to be placed in this personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file.
- D. When an employee rebuts and is found innocent of said complaint, the written complaint must be removed from the employee's file, and any and all other files within five (5) working days.
- E. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any file shall be removed there from except as provided in Section D above or by mutual agreement.

## **ARTICLE XXX - PRINTING AND SUPPLYING AGREEMENT**

- A. This Agreement and any future agreement shall be copied and supplied to each employee by the Board within forty-five (45) calendar days of execution at no cost to the employee.

## **ARTICLE XXXI - STATUTORY AND LEGAL RIGHTS**

- A. Nothing contained herein shall be construed to deny or restrict the Board or the employees from the exercise of its or their rights under R.S. 34:13A, R.S. 40, 40A or any other national, state, country or local laws or ordinances pertaining to the employees covered by this Agreement.

## **ARTICLE XXXII - SEPARABILITY AND SAVINGS**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of the law or by Court or other tribunal of competent jurisdiction following the valid adoption of this Agreement, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

## **ARTICLE XXXIII - MAINTENANCE OF BENEFITS**

- A. Except as the Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the terms of this Agreement.
- B. All rights, privileges and working conditions enjoyed by the employees, beginning on the effective date of the Agreement, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement, unless changed by mutual consent.

## **ARTICLE XXXIV - FULLY-BARGAINED AGREEMENT**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations.

- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. This Agreement shall not be modified in whole or in part by the parties except only by an instrument, in writing, executed by both parties.
- D. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Board and the Association, for the life of the Agreement, hereby waive any rights to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

#### **ARTICLE XXXV - SUPERSEDING CLAUSE**

- A. This Agreement supersedes any and all other prior written Agreements, terms and conditions of employment, which are inconsistent with the terms of this Agreement.

#### **ARTICLE XXXVI - SAFETY CLAUSE**

- A. There will be a committee appointed by the President of the Association which will be permitted to offer in writing any information approved by the Association to the Board for the purchase of equipment, turnout gear, uniform and apparatus. This is also to include refurbishing equipment or apparatus, and altering or constructing new fire stations and other matters relating to safety.
- B. The Association will supply the Board with a copy of the Minutes of the Safety Committee meetings.

#### **ARTICLE XXXVII – JURY DUTY AND COURT APPEARANCE**

- A. All employees shall be granted time without loss of pay, vacation time or other compensatory time for mandated jury duty. The employee must be scheduled to work in order to receive administrative leave for jury duty.
- B. Employees volunteering for jury duty shall not receive paid time off for jury duty.
- C. Employees granted time off for jury duty will be paid their contractual rate. Any moneys or fees received for jury participating will be surrendered to the Board within five (5) working days of being received.
- D. Whenever an employee is a witness in any action or legal proceeding arising out of or incidental to the performances of their duty, the Board shall provide said employee with the contractual rate of pay for approved time spent for preparation as well as for approved time spent as a witness.
- E. Any employee required to appear in any court proceeding due to circumstances arising from their employment, with the exception of a disciplinary hearing instituted by the employer or a criminal proceeding instituted as a result of an act committed by the employee, shall receive their contractual rate of pay.
  - 1. Should the court proceeding be a disciplinary hearing instituted by the employer or a criminal proceeding instituted as a result of an act committed by the employee and is

dismissed or ruled in favor of the employee, the employee shall receive all contractual obligated compensation.

#### **ARTICLE XXXVIII – EMERGENCY LEAVE**

- A. Upon making proper notification, employees may be granted emergency leave for a bona fide emergency situation that requires immediate personal attention thus resulting in absence from work.
- B. The Commissioner of Personnel, or their designee shall approve all emergency leaves.
- C. All emergency leave will be charged, at the employees' option, against the employee's holiday, personal, vacation, or compensatory time balances. The amount charged to the employee will be the amount of scheduled hours the employee was absent.
- D. Abuse of the emergency leave privilege may result in disciplinary action.

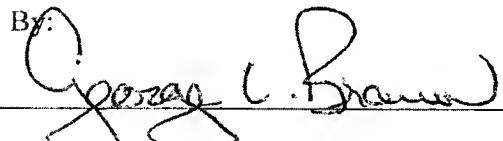
#### **ARTICLE XXXIX - DURATION, TERM AND RENEWAL**

THIS AGREEMENT shall be effective January 1, 2007 and shall remain in full force and effect through December 31, 2010. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, before one hundred twenty (120) calendar days prior to the termination date that it desires to modify the Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This Agreement shall remain in full force and effect during the period of negotiations.

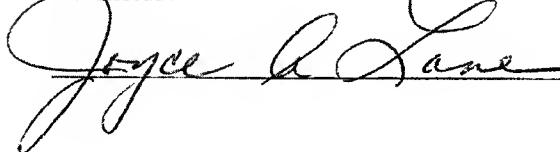
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date first set forth above.

**Board of Fire Commissioners  
Fire District No. 6**

By:



Witness:



**Camden County Uniformed  
Fire Fighters Association  
I.A.F.F. Local 3249  
AFL-CIO-CLC**

By:



Witness:

